

Project ID#: LG19-1003-D00

**PURCHASE ORDER/LETTER OF AGREEMENT
ROUTING FORM**

10/1/2019

DHSES Number: WM19151769 Contract #: T151769 Award Amount: \$10,000.00 Match Amount: 0.00

County: Montgomery

Grantee: Montgomery County Sheriff's Office Project Coordinator: Alicia Welch

Implementing Agency: _____ Project Title: 2019 Legislative Member Initiative

Other: _____

	DATE	INITIALS	ENTERED IN E-GRANTS
Award Notification	8-15-19	AW	10/15/19
Contract Info Recvd	9-20-19	AW	10/15/19
Level 1 Review (Program Rep)	10-1-19	AW	10/15/19
Level 2 Review (Contract Manager)	10/3/19	ejj	10/15/19
Level 5 Approved (Director)	10/15/19	Sen	10/15/19
Sent to Finance	10/15/19	CH	10/15/19
Received in Finance (Finance's Date)	10/16/19	BV	Do not enter Received in Finance Date for LMIs (SFS Transaction only)
Finance Rejected (Finance's Date)			
Reject Received From Finance			
Resubmitted to Finance			
Rejected Received Back in Finance (Finance's Date)			
PO Generated	12-19-19	Ja	Do not enter OSC Approval Date
Returned to Contracts Unit (Finance's Date)	12-19-19	Ja	12-19-19
Received From Finance			
PO/LOA Uploaded in E-Grants			
PO/LOA Sent to Grantee			

DHSES CONTRACT SUMMARY FACT SHEET

Funding Year: 2019

Contract Period: 04/01/2019 - 03/31/2020

DHSES E-Grants Cost Center: Leg SFY19-20

Grantee is Not-for-Profit?: (N)

CFDA #: _____

If NFP, Organization Prequalified? Yes No (N/A)

OSC Procurement Code: _____

Waiver: _____

RECEIVED

OCT 16 2019

COMMENTS: PO. 0633

NYS Division of Homeland Security & Emergency Services
Federal Fiscal Unit

Purchase Order

Division of Homeland Security

1220 Washington Ave.
 State Office Campus
 Bldg 7A, Suite 710
 Albany NY 12242
 United States

Supplier: 1000002433
 MONTGOMERY COUNTY OF
 20 PARK ST PO BOX 1500
 FONDA NY 12068

NYS Location Name: MAINEPAY
NYS Location Description: MAINEPAY

Dispatch via E-Mail

Purchase Order DHS01-0000006633	Date 12/19/2019	Revision	Page 1
Payment Terms Net 30	Freight Terms FOB Destination	Ship Via Common Carrier	
Buyer ALIKONIS, SANDRA L	Phone	Currency USD	

Ship To: Div of Homeland Sec & Emer Svc
 1220 Washington Ave.
 State Office Campus
 Bldg 7A, Suite 710
 Albany NY 12242
 United States

Phone: 518/292-2324
Extension:
Attention: Not Specified

Bill To: AccountsPayable@ogs.ny.gov or
 Building 5, 5th Floor
 1220 Washington Ave
 Albany NY 12226-1900
 United States

Tax Exempt? Y **Tax Exempt ID:** NYS Exempt

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	FY19 MONTGOMERY CO SHERIFF OFF-LMI-T151769		1.00	EA	10,000.00000	10,000.00000	01/18/2020

Schedule Total 10,000.00000

Item Total 10,000.00000

Total PO Amount 10,000.00000

Authorized Electronically

SFY 2005-2006 LEGISLATIVE INITIATIVE FORM

Legal Name, Address, and Telephone Number:

MONTGOMERY COUNTY SHERIFF'S OFFICE
200 CLARK DRIVE, P.O. BOX 432
FULTONVILLE, NY 12072
(518) 853-5533

Project Title:

PROJECT LIFESAVER

Funded Amount:

\$10,000

Purpose of Project:

FUNDS WILL BE USED TO PURCHASE EQUIPMENT FOR THE PROJECT LIFESAVER PROGRAM, WHICH PROVIDES EMERGENCY SERVICES TO MEMBERS OF THE COMMUNITY.

Project Director:

JEFFREY T. SMITH

Requested By:

SANTABARBARA

Name of Administering State Agency:

DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

<u>STATE AGENCY</u> New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	<u>NYS COMPTROLLER'S NUMBER:</u> T151769 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01077
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Montgomery County Sheriff's Office P.O. Box 432 Fultonville, NY 12072	<u>TYPE OF PROGRAMS:</u> Leg SFY19-20 <u>CFDA NUMBER:</u> <u>DHSES NUMBERS:</u> WM19151769
<u>FEDERAL TAX IDENTIFICATION NO:</u> 14-6002568 <u>MUNICIPALITY NO:</u> (if applicable) 270100000 000 <u>SFS VENDER NO:</u> 1000002433 <u>DUN & BRADSTREET NO:</u>	<u>INITIAL CONTRACT PERIOD:</u> FROM 04/01/2019 TO 03/31/2020 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$10,000.00
<u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<u>MULTI-YEAR TERM:</u> (if applicable)
<u>CHARITIES REGISTRATION NUMBER:</u> <div style="border: 1px solid black; width: 150px; height: 15px; margin: 5px 0;"></div> (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. <u>0 - not exempt</u> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 5px 0;"> Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div>	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions <input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) <input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request <input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Homeland Security and Emergency Services BY: , Date: <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Date:	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

**AWARD \$10,000 OR LESS PROCESS AS A PURCHASE ORDER
COVER PAGE FOR INFORMATIONAL PURPOSES ONLY**

Award Contract

Legislative Initiative

Project No.

Grantee Name

LG19-1003-D00

Montgomery County Sheriff's Office

10/01/2019

Budget Summary by Participant

Montgomery County Sheriff's Office - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Thermal Imagers with transmitter starter kits and accessories	NA	1	\$7,000.00	\$7,000.00	\$7,000.00	\$0.00
Total					\$7,000.00	\$7,000.00	\$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Advertising Materials	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
Total				\$3,000.00	\$3,000.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$10,000.00	\$10,000.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$10,000.00	\$10,000.00	\$0.00

Award Contract

Legislative Initiative

Project No.

Grantee Name

LG19-1003-D00

Montgomery County Sheriff's Office

10/01/2019

Work Plan

Goal

Prepare to respond to and recover from all hazards events.

Objective #1

G & T Workplan Code - Not Applicable

Investment Justification - Not Applicable

NYS Critical Capability

Primary - Not Applicable

To enhance capabilities to respond to and recover from all hazards events.

Task #1 for Objective #1

Purchase allowable response equipment as outlined in the attached budget. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

Performance Measure

- 1 Equipment ordered and received; personnel trained and equipment deployed. Equipment accountability records are properly maintained. Program and fiscal documentation maintained on file.

Award Contract**Legislative Initiative****Project No.****Grantee Name**

LG19-1003-D00

Montgomery County Sheriff's Office

10/01/2019

STATE OF NEW YORK LETTER OF AGREEMENT

This State of New York Letter of Agreement ("Letter of Agreement") by and between the State of New York ("State") acting by and through the applicable State Agency ("State Agency") and the public or private entity ("Recipient" and, together with the State, the "Parties") hereby supplements the purchase order ("Purchase Order" and, together with this Letter Agreement, the "Purchase Order Agreements") attached hereto and entered into by and between the Parties listed hereto.

STANDARD TERMS AND CONDITIONS

- A. **Executory Clause:** The State shall have no liability under either Purchase Order Agreement to the Recipient, or to anyone else, beyond funds appropriated and available for the Purchase Order Agreements.
- B. **Performance:** The Recipient shall perform all services or work, as applicable, and comply with all provisions of the Purchase Order Agreements to the satisfaction of the State. The Recipient shall provide services or work, as applicable, and meet the agreed upon program objectives in accordance with the provisions of this Letter of Agreement, the Purchase Order, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.
- C. **Funding:** Funding for the term of the Purchase Order Agreements shall not exceed the amount specified on the Purchase Order.
- D. **Term:** The term of the Purchase Order Agreements shall be specified on the Purchase Order, unless terminated sooner as provided herein, and may be extended subject to agreement by the Parties and compliance with applicable State law.
- E. **Subrecipients:** If the Recipient enters into subagreements for the performance of work pursuant to the Purchase Order Agreements, the Recipient shall take full responsibility for the acts and omissions of its subrecipients. Nothing in the subagreement shall impair the rights of the State under Purchase Order Agreements. No contractual relationship shall be deemed to exist between the subrecipient and the State.
- F. **Indemnification:** The Recipient shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Recipient or its subrecipients pursuant to the Purchase Order Agreements. The Recipient shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Purchase Order Agreements.
- G. **Set-Off Rights:** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Recipient under the Purchase Order Agreements up to any amounts due and owing to the State with regard to the Purchase Order Agreements, any other agreement with any State department or agency, including any agreement for a term commencing prior to the term of the Purchase Order Agreements, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or the New York State Office of the State Comptroller.
- H. **Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Purchase Order Agreements. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

I. No Arbitration: Disputes involving the Purchase Order Agreements, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

J. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Purchase Order Agreements may not be assigned by the Recipient or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of the Purchase Order Agreements, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and where the assignment is due to a reorganization, merger, or consolidation of the Recipient's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged Recipient demonstrate its responsibility to do business with the State. The Recipient may, however, assign its right to receive payments without the State's prior written consent unless the Purchase Order Agreements concern Certificates of Participation pursuant to Article 5-A of the State Finance Law.

K. Non-Collusive Bidding Certification: In accordance with Section 139-d of the State Finance Law, if the Purchase Order Agreements were awarded based upon the submission of bids, the Recipient affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Recipient further affirms that, at the time the Recipient submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certificate on the Recipient's behalf.

L. Grounds for Termination:

1. Mutual Consent: The Purchase Order Agreements may be terminated at any time upon mutual written consent of the State and the Recipient.

2. Cause: The State may terminate the Purchase Order Agreements immediately, upon written notice of termination to the Recipient, if the Recipient fails to comply with any of the terms and conditions of either Purchase Order Agreement and/or with any laws, rules, regulations, policies, or procedures that are applicable to either Purchase Order Agreement.

3. Non-Responsibility: The State may make a final determination that the Recipient is non-responsible. In such event, the State may terminate the Purchase Order Agreements at the Recipient's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

4. Convenience: The State may terminate the Purchase Order Agreements in its sole discretion upon thirty (30) calendar days' prior written notice.

5. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Purchase Order Agreements or fails to pay the full amount of the allocation for the operation of one or more programs funded under the Purchase Order Agreements, the State Agency, may at its discretion, terminate or reduce the Purchase Order Agreements, provided that no such reduction or termination shall apply to allowable costs already incurred by the Recipient where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Purchase Order Agreements, all remaining funds paid to the Recipient that are not subject to allowable costs already incurred by the Recipient shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purpose of the Purchase Order Agreements. The Recipient acknowledges that any funds due to the State Agency or the State because of disallowed expenditures after audit shall be the Recipient's responsibility.

6. Force Majeure: The State may terminate or suspend its performance under the Purchase Order Agreements immediately upon the occurrence of a "force majeure." For purposes of the Purchase Order Agreements, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

M. Notice of Termination:

1. Service of notice: Written notice of termination shall be sent by (i) personal messenger service or (ii) certified mail, return receipt requested and first class mail.

2. Effective date of termination: The effective date of termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Recipient, and shall be established as follows: (a) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Recipient or by affidavit of the individual making such hand delivery attesting to the date of delivery or (b) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or (c) if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

N. Effect of Notice of Termination on State's Payment Obligations:

1. Upon receipt of notice of termination, the Recipient agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval of the State.

2. The State shall be responsible for payment on claims for payment on claims for services or work provided and costs incurred pursuant to the terms of the Purchase Order Agreements. In no event shall the State be liable for expenses and obligations arising from the requirements of the Purchase Order Agreement after its termination date.

O. Notices of Matters Not Related to Termination: All notices, except for notices of termination, shall be in writing and shall be transmitted either:

1. by verified or registered United State mail, return receipt requested
2. by facsimile transmission
3. by personal delivery
4. by expedited delivery service or
5. by electronic mail.

P. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Recipient agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Recipient shall immediately notify in writing the program manager assigned to the Purchase Order Agreements of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Recipient, any subrecipient or program participant funded through the Purchase Order Agreements, including but not limited to the following: death or serious injury an arrest or possible criminal activity that could impact the successful completion of this project any destruction of property significant damage to the physical plant of the Recipient or other matters of a similarly serious nature.

Q. Suspension: The State may, in its discretion, order the Recipient to suspend performance for a reasonable period of time. In the event of such suspension, the Recipient shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Recipient shall comply with the particulars of the notice. The State shall have no obligation to reimburse Recipient's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Purchase Order Agreements.

R. Confidentiality: The Recipient agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Purchase Order Agreements, or any other information, data or records marked as, or reasonably deemed, confidential by the State ("Confidential Information") only for the limited purposes of the Purchase Order Agreements and in conformity with applicable

provisions of State and Federal law. The Recipient understands and agrees that it (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa State Technology Law Section 208).

S. Publicity:

1. "Publicity" shall mean, but not be limited to, news conferences, news releases, public announcements, advertising, brochures, reports, discussions or presentations at conferences or meetings and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Purchase Order Agreements may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Recipient and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Recipient is an educational institution, the Recipient may, for scholarly or academic purposes, use, present, discuss, report, or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Purchase Order Agreements and the Recipient agrees to use best efforts to provide copies of any manuscripts arising from Recipient's performance under the Purchase Order Agreements, or if requested by the State, the Recipient shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements or (ii) if the Recipient is not an educational institution, the Recipient may submit for publication, scholarly or academic publications that derive from activity under the Purchase Order Agreements (but are not deliverable under the Purchase Order Agreements), provided that the Recipient first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimer as described in Section S(2) hereof.

T. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Recipient hereby stipulates that the Recipient either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

U. Iran Divestment Act:

1. By entering into the Purchase Order Agreements, the Recipient certifies in accordance with State Finance Law Section 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List").

2. The Recipient further certifies that it shall not utilize on the Purchase Order Agreements any subrecipient that is identified on the Prohibited Entities List. The Recipient agrees that should it seek to renew or extend the Purchase Order Agreements, it must provide the same certification at the time the Purchase Order Agreements are renewed or extended. The Recipient also agrees that any proposed assignee of the Purchase Order Agreements shall be required to certify that it is not on the Prohibited Entities List before the Purchase Order Agreements assignment shall be approved by the State.

3. During the term of the Agreement, should the State receive information that a person (as defined in State Finance Law Section 165-a) is in violation of the above-referenced certifications, the State will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased

its engagement in the investment activity which is in violation of the New York State Iran Divestment Act of 2012 within 90 calendar days after the determination of such violation, then the State shall take such action as may be appropriate and provided from the law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Recipient in default.

4. The State reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of the Purchase Order Agreements, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

V. Severability: Any provision of the Purchase Order Agreements that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof provided, however, that the parties to the Purchase Order Agreements shall attempt in good faith to reform the Purchase Order Agreements in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

W. Governing Law: The Purchase Order Agreements shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

DHSES AGENCY-SPECIFIC CLAUSES

1. The Recipient shall submit detailed itemization forms for personal service, fringe benefit, and non-personal service expenditures, in a format determined by DHSES, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

2. The Recipient must maintain specific documentation as support for project related personal service expenditures, depending upon whether this Letter of Agreement is supported by State or Federal funds:

A. For State funded grants:

For all Recipient's staff whose salaries are paid in whole or in part from grant funds provided under this Letter of Agreement, the Recipient shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DHSES. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Letter of Agreement, the Recipient shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87, A-122, or any additional or superseding regulations, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.

2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.

3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at:
http://www.whitehouse.gov/omb/circulars_default/.

The Recipient is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

3. Space rental provided by this Letter of Agreement must be supported by a written lease, maintained on file and made available by the Recipient upon request.

4. The Recipient's request for travel, meals or lodging reimbursement shall not exceed rates authorized by the NYS Office of the State Comptroller and with Appendix B.

5. The Recipient's employment of a consultant must be supported by a written agreement executed by the Recipient and the consultant. A consultant is defined as an individual or organization hired by the Recipient for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Recipient shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Recipient further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Letter of Agreement and the Recipient must guarantee the work of the consultant as if it were its own.

A. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

6. All procurements, including consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for personal service, fringe benefit, and non-personal service expenditures, in a format determined by DHSES, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Recipient who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

B. A Recipient that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

C. A Recipient that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

D. In addition, a Recipient that is a not-for-profit must also make all procurements as noted below:

1. If the Recipient is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Recipient may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Recipient must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Recipient must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Recipient spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance

may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

7. Budget amendments are governed as follows:

Any proposed modification to the contract must be submitted for prior approval by DHSES. Requests for modifications must be made in writing by an authorized representative of the Grantee.

8. Applicable equipment purchased with funds provided by this Letter of Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. Continued use and possession of the equipment purchased with grant funds after the expiration of this Letter of Agreement will be granted to the Recipient provided the equipment continues to be used in conducting a homeland security and emergency services program.

9. Grant funds may be expended only for purposes and activities set forth in this Letter of Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures, and in the case of performance-based contracts, documentation of milestone achievement must be maintained as well. If the Recipient receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Recipient agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Letter of Agreement may be subject to a fiscal audit by DHSES to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Letter of Agreement. Such audits may include review of the Recipient's accounting, financial, and reporting practices to determine compliance with the Letter of Agreement and reporting requirements maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DHSES guidelines.

10. DHSES reserves the right to suspend program funds if the Recipient is found to be in noncompliance with the provisions of this Letter of Agreement or other grant agreements between the Recipient and DHSES or, if the Recipient or principals of the Recipient are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Recipient under the Letter of Agreement are unsatisfactory or untimely. DHSES shall provide the Recipient with written notice of noncompliance. Upon the Recipient's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Letter of Agreement, recoup funds and recover any assets purchased with the proceeds of this Letter of Agreement. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Recipient, or upon reasonable assurance that the Recipient is not in compliance with the Letter of Agreement terms.

11. The Recipient agrees, as a material condition of the Letter of Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.) as amended.

12. Program income earned by the Recipient during the funding period as a direct result of the grant award must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Interest earned on grant funds is not program income unless specified in Appendix D. The Recipient agrees to report the receipt and expenditures of grant program income to DHSES. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

13. If applicable, the Recipient agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available.

14. Where advance payments are approved by DHSES, the Recipient agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

15. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DHSES by August 1st of the year following the fiscal year in which the funds were appropriated.

16. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DHSES. Where the intention to make subawards is clearly indicated in the application, DHSES' approval is deemed given, if these activities are funded as proposed.

If this Letter of Agreement makes provisions for the Recipient to subgrant funds to other recipients, the Recipient agrees that all subrecipients shall be held accountable by the Recipient for all terms and conditions set forth in this Letter of Agreement. The Recipient further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Letter of Agreement and the Recipient must guarantee the work of any subrecipient as if it were its own.

The Recipient agrees that all subrecipient arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Letter of Agreement;
- Applicable Federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

The Recipient will not be reimbursed for subgranted funds unless all expenditures by a subrecipient are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Letter of Agreement and with the financial plan set forth in Appendix B.

17. Federal Funds

A. In accordance with Federal requirements, a Recipient which receives during its fiscal year \$500,000 (\$750,000 effective December 26, 2014) or more of Federal funds (including pass-through and direct) from all sources, including this Letter of Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Recipient's fiscal year. The Recipient further agrees to provide one copy of such audit report(s) to DHSES within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Recipient receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. The Parties agree that, dependent upon the status of the Recipient, additional circulars or regulations may also be applicable.

The Recipient is to ensure full compliance with all cost documentation requirements of OMB Circulars as

applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

18. Any creative or literary work developed or commissioned by the Recipient with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DHSES shares its right to copyright such work with the Recipient, DHSES reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant and (b) any rights of copyright to which a Recipient, Subrecipient, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DHSES is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant and (b) any rights of copyright to which a Recipient, Subrecipient, or a Contractor purchases ownership with such grant support.

C. The Recipient shall submit one copy of all reports and publications resulting from this Letter of Agreement to DHSES. Any publications must contain the following statement, in visible print, on any document generated pursuant to a grant administered by DHSES: This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Homeland Security and Emergency Services.

19. Original records must be retained for six years following the submission of the final claim against this Letter of Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures for expenditure-based contracts or milestone achievements documentation in the case of performance-based contracts. DHSES requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

20. Grant-related expenditures or performance milestone achievements for performance-based contracts shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DHSES. These reports must be prepared periodically as defined in this Letter of Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

21. General Responsibility Language

The Contractor shall at all times during the term of the Letter of Agreement remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Homeland Security and Emergency Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

22. Suspension of Work (for Non-Responsibility)

The Commissioner of the New York State Division of Homeland Security and Emergency Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Letter of Agreement, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Letter of Agreement activity may resume at such time as the Commissioner of the New York State Division of Homeland Security and Emergency Services or his or her designee issues a written notice authorizing a resumption of performance under the Letter of Agreement.

23. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Letter of Agreement may be terminated by the Commissioner of the New York State Division of Homeland Security and Emergency Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Homeland Security and Emergency Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Homeland Security and Emergency Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

24. a) For expenditure-based contracts, the Recipient agrees that this is a reimbursement-based contract grounded on substantiation of expenditures. An advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Recipient. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

b) For performance-based contracts, the Recipient agrees that reimbursement of contract costs will be based on the achievement of performance milestones indicated on the Appendix B-1 at the rate of payment indicated for such milestones on Appendix B-1. All claims for payment must be accompanied by documentation proving achievement of said milestones. Reallocation of milestones may be approved at the end of a budget period to compensate for the overachievement of some milestones and underachievement of others, but in no case will payment exceed the total grant award indicated on Appendix B-1. An advance may be provided through Appendix D (Special Conditions).

25. Recipients must submit all required fiscal reports and supporting documentation. Failure to meet these requirements will result in the rejection of associated claims for payment. The Recipient must also refund all unexpended advances (see item 26 below.) Final reports and vouchers for reimbursement or milestone achievement must be submitted by the last day of the month following the end of the Letter of Agreement. Failure to voucher within this period may result in the loss of grant funds.

26. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Recipient, the Recipient shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DHSES Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this Letter of Agreement.

27. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller (see <http://www.dhSES.ny.gov/grants/forms-egrants.cfm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures or milestone achievement made in accordance with the items as contained in the Project Budget (Appendix B or Appendix B-1 as appropriate) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Recipient for this program. Requirement b) does not apply to Legislative sponsored State grants.

28. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DHSES Fiscal Unit. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Recipient must notify the Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law.

29. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus - Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

30. Payment Schedule

Payment 1:

Payment Due Date - Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

Payment 2-4:

Payment Due Date - Quarterly

a) For expenditure based contracts, all submitted vouchers will reflect the Recipient's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DHSES reserves the right not to release subsequent grant awards pending Recipient compliance with this Letter of Agreement. In the event that any expenditure for which the Recipient has been reimbursed by grant funds is subsequently disallowed, DHSES in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Recipient may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

b) For performance-based contracts, all submitted claims for payment must reflect the Recipient's documentation of the achievement of performance milestones as indicated in Appendix B-1 and must be reflected on a Performance-Based Quarterly Fiscal Cost Reporting Form for the reporting period as well as a Performance-Based Detailed Itemization Form. DHSES reserves the right not to release subsequent grant awards pending Recipient compliance with this Letter of Agreement. In the event that any payment for which the Recipient has been reimbursed by grant funds is subsequently disallowed, DHSES in its sole discretion may reduce a future voucher payment by the amount disallowed. If necessary, the Recipient may be required to submit a final Performance-Based Grant Amendment Form for the reallocation of milestones. Fiscal cost reports must be submitted by the last day of the month after the last day of the reporting period.

31. CONTRACT PAYMENTS

Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Ver 12/2014

Checklist for Legislative Member Items

Year/Program FY19 LMI

Review Completed: (Initial) SA

Contract No: T151769

Grantee: Montgomery Cty Sheriff Office

Program: M8800

Department: 1160200

Fund: 10253

Account: 60301

Budget Ref: 2005-06

- ✓ Spending plan
 - Contract number and amount agrees with the appropriate spending plan
- ✓ Contract Processing Routing Form
 - Header information on routing form agrees with Signature page –
 - [] DHSES number, [] contract number, [] award amount and [] grantee
- ✓ Signature Page
 - **SFS Vendor ID No.** listed on all Signature Pages
 - Accompanies one (1) Letter of Agreement
 - Accompanies two (2) contracts
 - **Contract dates** (start and end) are within the grant award period – per spending plan – If end date of contract is past the grant award period, see anomalies below.
 - **Municipal No.** is provided for contracts with cities, towns, villages, counties. No municipality code is provided for contracts with Not-for-Profits (NFPs)
 - All required appendices are checked off on Signature page and attached to each copy of the three contract packages
- ✓ Not For Profit
 - **Charities Registration Number:** Contracts with Municipalities – N/A
 Contracts with Not-for-Profits – Charities registration number must be provided along with email and box checked to indicate NFP has/has not filed timely with the AG all required periodic or annual reports OR must indicate “exempt” and provide reason for exempt.
 - **State of New York Worker’s Compensation Board Certificate of Insurance Coverage** under the NYS Disability Benefits Law (required for Not-For-Profit Contract)
 - **NYS Insurance Fund Certificate of Worker’s Compensation Insurance** (required for Not-For-Profit Contract)

N/A

- ✓ Verify each of the three contract packages contain: (behind Signature page)
 - **Letter of Agreement**
 - N/A ○ **Appendix A1** (Dated – contains most current version)
 - **Budget** (verify that budget amount agrees with contract total on Signature page- grant budget and match budget)
 - N/A ○ **Appendix B** (verify that budget amount agrees with contract total on Signature page- grant budget and match budget)
 - N/A ○ **Appendix C** (Payment) – July 2015 – some exceptions – **see supervisor**
Certified by Grantee.
 - **Work Plan** (Objectives/Special Conditions, including authorization for advance payment)
 - **Appendix D** (Objectives/Special Conditions, including authorization for advance payment) - Watch for special conditions unique to an award

- ✓ Funding
 - Funds are already segregated; that is, certificate is approved and funds are available in OSC - Cost center has been assigned

- ✓ Anomalies:
 - N/A ○ **Vendor Responsibility:** Grantee profile and certification is required; if contract is \$100,000 or greater, a grantee questionnaire is also required. Certification must show “responsible” and be signed by DHSES; questionnaire must be signed by NFP.
 - Although **contract dates** (start and end) are usually within the award period, under rare circumstances it may be extended past the award lapse date. **See supervisor** - There should be a contingency clause in Appendix D.

Contracts being rejected back to program are sent to the attention of the program’s designated contact; at times, it is appropriate to return a rejected contract to the program rep. Include:

- ✓ Completed YELLOW contract rejection form
- ✓ Enter rejection date & comment in E-Grants
- ✓ Upon receipt of returned contract, enter re-submission date & comment in E-Grants